

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF ILLINOIS

GEORGE REAVES, JR. & SHERIDAN REAVES,

Plaintiff,

vs.

ILIJKA KURESEVIC & ILINKA KURESEVIC d/b/a
KIM XPRESS,

Defendants / Third Party Plaintiffs

vs.

UPS GROUND FREIGHT, INC., ALL FREIGHT
SYSTEMS, INC., & PIERRE CHARLES,

Third Party Defendants.

UPS GROUND FREIGHT, INC.,

Plaintiff,

vs.

KIM XPRESS, ILIJA KURESEVIC, both
individually and as agent of KIM XPRESS; & ALL
FREIGHT SYSTEMS, INC.,

Defendants.

LIBERTY INS. CORP., as subrogee of ALL
FREIGHT SYSTEMS, INC.,

Plaintiff,

vs.

ILIJKA KURESEVIC, KIM XPRESS, & UPS
GROUND FREIGHT, INC.,

Defendants.

Case No. 12-cv-0161-MJR-DGW

ORDER

REAGAN, District Judge:

This case stems from a three-truck accident in late February 2010. According to the allegations, all three trucks were driving westbound on Interstate 70 near Effingham, Illinois, when

the first truck (driven by Ilija Kuresevic for Ilinka Kuresevic, d/b/a Kim Xpress) slowed down; the second truck (driven by George Reaves for UPS Ground Freight, Inc.) struck the first; and the third truck (driven by Pierre Charles for All Freight Systems) struck both the first and second. As subrogee for All Freight (the third truck's owner), Liberty Insurance Corporation sued UPS Ground Freight (the second truck's owner), as well as Kim Xpress and Ilija Kuresevic (the owner and driver of the first truck) for the costs of workers compensation benefits paid to Pierre Charles (driver of the third truck). Liberty's case (No. 12-cv-1297) was consolidated with this lawsuit,¹ and now comes before the Court on a joint Motion (by Liberty and UPS Ground) to Dismiss and for Good Faith Finding Pursuant to Settlement.

According to the motion, UPS Ground and Liberty have settled their differences for \$25,000.00.² Those two parties move for dismissal of Liberty's claims against UPS Ground, and for this Court to find that the settlement is in good faith. The Court set an April 3, 2013, deadline for any party to object to the settlement or to a finding of good faith.

That deadline has come and gone with no objection from any party. The Court therefore finds the settlement between Liberty and UPS Ground was made in good faith under the Illinois Joint Tortfeasor Contribution Act, **740 ILCS § 100/2**. Liberty's claims against UPS Ground Freight must be dismissed. **FED. R. CIV. P. 41(a)(2)**.

The Motion to Dismiss and for Good Faith Finding Pursuant to Settlement (**Doc. 120**) is **GRANTED**. The Court **DISMISSES** Liberty Insurance Corporation's claims (as subrogee of All Freight Systems, Inc.) against UPS Ground Freight, Inc., **with prejudice**.

IT IS SO ORDERED.

DATE: April 9, 2013

/s/ Michael J. Reagan
MICHAEL J. REAGAN
 United States District Judge

¹ The underlying case was brought by the driver of the second truck against the owners and drivers of the first and third trucks. The consolidated cases contain approximately twenty-four claims and counterclaims among eight parties.

² UPS Ground filed the settlement agreement between Liberty (as All Freight's subrogee) and UPS Ground under seal. (*See* Doc. 121). The monetary value of the settlement, however, is on the public docket as part of the instant motion.